

AUG. 25. 2003 2:46PM

MACPHERSON KWOK CHEN

NO. 275 P. 1/23

Revocation

1762 Technology Drive 2402 Michelson Drive
Suite 226 Suite 210
San Jose, CA 95120 Irvine, CA 92612
Tel. 408-392-9250 Tel. (949) 752-7040
Fax 408-392-9262 Fax (949) 752-7049

MacPherson Kwok Chen & Heid LLP

Re/Rev
of PIA
He-04
[Signature]

FACSIMILE COVER

Date:	August 25, 2003		
To:	Office of Initial Patent Examination	Fax Telephone #:	(703) 746-9195
From:	Theodore P. Lopez	Date Sent:	August 25, 2003
Subject:	Submission of Power of Attorney by Assignee for Application Serial No. 09/457,104	Time Sent:	
Client/File:	M-8535 US	Fax Operator:	Adriane Gibetson

This transmittal consists of 23 total page(s), including this cover sheet.

Message:

If you do not receive all pages, please call (949) 752-7040

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MacPherson Kwok Chen & Heid LLP

*1762 Technology Drive, Suite 226
San Jose, CA 95110
Tel. (408) 392-9250
Fax (408) 392-9262*

*2402 Michelson Drive, Suite 210
Irvine, CA 92612
Tel. (949) 752-7040
Fax (949) 752-7049*

Email: mailbox@macpherson-kwok.com
www.macpherson-kwok.com

August 25, 2003

**Commissioner For Patents
Alexandria, VA 22313-1450**

Dear Sir:

Transmitted herewith are the following documents in the above-identified application:

- (1) This Transmittal Letter;
 - (2) Power of Attorney By Assignee Of Entire Interest (2 pages);
 - (3) Exhibit A: Copy of Recordation of Assignment Document (7 pages);
 - (4) Exhibit B: Copy of Name Change Document (2 pages);
 - (5) Exhibit C: Copy of Recordation of Assignment Document (4 pages); and
 - (6) Exhibit D: Copy of Assignment from Silicon Valley Bank et al. to DPHI Acquisitions, Inc. (6 pages).

- Also, charge any additional fees required and credit any overpayment to our Deposit Account No. 50-2257

~~Respectfully submitted,~~

Theodore P. Lopez
Attorney for Applicants
Reg. No. 44,881

I hereby certify that this correspondence is being transmitted via facsimile to telephone number (703)746-9195 addressed to:
Office of Initial Parent Examination, Commissioner for Patents,
Washington, D.C. 20231, on August 25, 2003.

Adriane Gibson

8/25/03

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Ian Redmond; Bernard Bell; David L. Blakenbeckler; Michael F. Braitberg; Robert D. Freeman

Assignee: DPHI Acquisitions, Inc.

Title: Low Profile Optical Head

Serial No.: 09/457,104 Filing Date: December 7, 1999

Examiner: Unassigned Group Art Unit: 2653

Docket No.: M-8535 US
DP08

COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, VA 22313-1450

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez
MacPherson Kwok Chen & Heid LLP
1762 Technology Drive, Suite 226
San Jose, CA 95110
Phone: (949) 752-7040
Fax: (408) 392-9250

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Ian Redmond To: DataPlay.Com
2. From: Michael F. Braitberg To: DataPlay.Com
3. From: Bernard Bell To: DataPlay.Com
4. From: Robert D. Freeman To: DataPlay.Com
5. From: David L. Blankenbeckler To: DataPlay.Com

The document was recorded in the United States Patent and Trademark Office at Reel 010716 Frame 0705. A copy of the document is attached.

6. From: DataPlay.Com To: DataPlay, Inc.

A copy of the Change of Name document being attached hereto.

7. From: DataPlay, Inc. To: Silicon Valley Bank

A copy of the assignment document being attached hereto.

8. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: August 12, 2003

DPHI Acquisitions, Inc.

By: William J. Almon
(Signature)

Name: William J. Almon, Jr.
Title: President & CEO

AUG. 25:2003 2:47PM

MACPHERSON KWOK CHEN

NO. 275 P. 5/23

4154-4



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

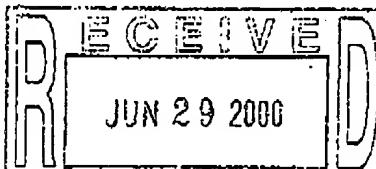
JUNE 21, 2000

PTAS

SHERIDAN ROSS
RICHARD L. HUGHES
1560 BROADWAY, SUITE 1200
DENVER, CO 80202-5141



101333118A



RECEIVED
SHERIDAN ROSS, D.C.
UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/27/2000

REEL/FRAME: 010716/0705
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

REDMON, IAN

DOC DATE: 03/14/2000

ASSIGNOR:

BRAITBERG, MICHAEL F.

DOC DATE: 03/14/2000

ASSIGNOR:

BELL, BERNARD

DOC DATE: 03/14/2000

ASSIGNOR:

FREEMAN, ROBERT D.

DOC DATE: 03/14/2000

ASSIGNOR:

BLANKENBECKLEN, DAVID L

DOC DATE: 03/14/2000

ASSIGNEE:

DATAPLAY.COM
6200 LOOKOUT ROAD
BOULDER, COLORADO 80301

AUG. 25 2003 2:48PM

MACPHERSON KWOK CHEN

NO. 275 P. 6/23

010716/0705 PAGE 2

SERIAL NUMBER: 09457104
PATENT NUMBER:

FILING DATE: 12/07/1999
ISSUE DATE:

RHONDA NICOL, SUPERVISOR
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

AUG. 25. 2003 2:48PM

MACPHERSON KWOK CHEN

NO. 275 P. 7/23

mrd 3.27.00

04-25-2000

Attorney Docket No. 4154-9

FORM PTO-1595
(Rev. 6-93)U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101333118

ments or copy thereof.

1. Name of conveying party(ies):

Ian Redmond Michael F. Braitberg
 Bernard Bell Robert D. Freeman
 David L. Blankenbeckler

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other: | |

Execution Date: March 14, 2000

4. Application number(s) or patent number(s).

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s). 09/457,104

B. Patent No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard L. Hughes
 SHERIDAN ROSS
 Suite 1200
 1560 Broadway
 Denver, CO 80202-5141

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Enclosed | <input type="checkbox"/> Charge fee to deposit account |
| <input checked="" type="checkbox"/> Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account. | |

8. Deposit Account No.: 19-1970

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard L. Hughes
 Name of Person Signing

Reg. No. 31,264

March 22, 2000

Date

Total number of pages including cover sheet, attachments and document: 5

10. Change Correspondence Address to that of Part 5? ? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D. C. 20231

04/24/2000 TTOM11 00000406 09457104

01 FC:581

40.00 85

ASSIGNMENT

WHEREAS, we, Ian Redmond of 2065 Floral Drive, Boulder, Colorado 80304; Bernard Bell of 9920 Phillips Road, Lafayette, Colorado 80026; David L. Blankenbeckler of 2141 Ridgeview Way, Longmont, Colorado 80501; Michael F. Braitberg of 440 Broken Fence Road, Boulder, Colorado 80302; and Robert D. Freeman of 4747 Anne Place, Erie, CO 80516, have invented a certain new and useful invention entitled LOW PROFILE OPTICAL HEAD, for which an application for Letters Patent of the United States has been prepared for filing, said application being identified as Attorney File No. 4154-9 and executed on even date herewith;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, DataPlay.com, a Delaware corporation having a place of business at 6200 Lookout Road, Boulder, Colorado 80301, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than DataPlay.com and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to DataPlay.com, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 3/14/00

By: Ian Redmond
Ian Redmond

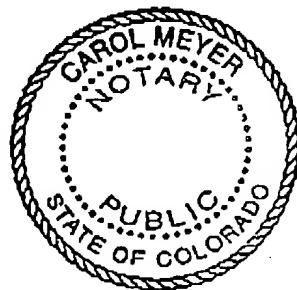
Date: 3-14-00

By: Bernard Bell
Bernard Bell

Date: 3/14/00By: D.L. Blankenbeckler
David L. BlankenbecklerDate: 3/14/00By: Michael F. Braitberg
Michael F. BraitbergDate: 3/14/00By: R.D. Freeman
Robert D. FreemanSTATE OF Colorado)
) ss.
COUNTY OF Boulder)

Before me, a Notary Public in and for said County and State, personally appeared Ian Redmond, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer
Notary PublicMy Commission Expires: 7-29-02

2-

My Commission Expires 07/29/2002

STATE OF Colorado)
 COUNTY OF Boulder) ss.

Before me, a Notary Public in and for said County and State, personally appeared Bernard Bell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer

Notary Public

My Commission Expires: 7-29-02



My Commission Expires 07/29/2002

STATE OF Colorado)
 COUNTY OF Boulder) ss.

Before me, a Notary Public in and for said County and State, personally appeared David L. Blankenbeckler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer

Notary Public

My Commission Expires: 7-29-02



My Commission Expires 07/29/2002

STATE OF Colorado)
 COUNTY OF Boulder) ss.

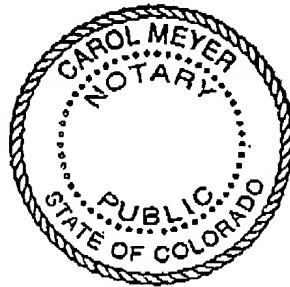
Before me, a Notary Public in and for said County and State, personally appeared Michael F. Braitberg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer
Notary Public

My Commission Expires: 7-29-02

STATE OF Colorado)
 COUNTY OF Boulder) ss.



My Commission Expires 07/29/2002

Before me, a Notary Public in and for said County and State, personally appeared Robert D. Freeman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of March, 2000.

Carol Meyer
Notary Public

My Commission Expires: 7-29-02



4-

My Commission Expires 07/29/2002

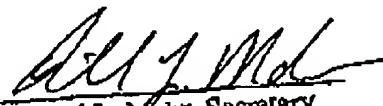


State of Delaware
Certificate of Amendment of
Restated Certificate of Incorporation of
DataPlay.com, Inc.

It is hereby certified that:

- First: The name of the corporation (hereinafter called the "corporation")
is DataPlay.com, Inc.
- Second: Article I of the Certificate of Incorporation is hereby amended by
striking out Article I thereof and substituting in lieu of said Article
the following new Article I:
"I
The name of this corporation is DataPlay, Inc."
- Third: The foregoing amendment to the Restated Certificate of
Incorporation of the corporation has been duly adopted by the
directors and stockholders of the corporation in accordance with
provisions of Sections 141, 228, and 242 of the General
Corporation Law of the State of Delaware.
- Fourth: The capital of said corporation shall not be reduced under or by
reason of said amendment.

Signed on March 15, 2000.


Richard L. Mohr, Secretary

UNANIMOUS WRITTEN CONSENT, Exhibit A - 31100
2/25/00

AUG. 25. 2003 2:50PM

MACPHERSON KWOK CHEN

NO. 275 P. 13/23

03/21/2003 03:35

3034445120

DPHI ACQUISITIONS

PAGE 03

PAGE 1

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DATAPLAY.COM, INC.", CHANGING ITS NAME FROM "DATAPLAY.COM, INC." TO "DATAPLAY, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF MARCH, A.D. 2000, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2955273 8100

001138344



Edward J. Freel
Edward J. Freel, Secretary of State

0326491

AUTHENTICATION:

03-21-00

DATE:

UNITED STATES
PATENT AND
TRADEMARK OFFICE

MARCH 26, 2002

PTAS

Chief Information Officer
Washington, DC 20231
www.uspto.gov

SILICON VALLEY BANK
SHANNON HUBARD
LOAN DOCUMENTATION HA155
3003 TASMAN DR.
SANTA CLARA, CA 95054



101971997A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 01/29/2002

REEL/FRAME: 012493/0423
NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
DATAPLAY, INC.

DOC DATE: 12/20/2001

ASSIGNEE:
SILICON VALLEY BANK
3003 TASMAN DR.
LOAN DOCUMENTATION HA155
SANTA CLARA, CALIFORNIA 95054SERIAL NUMBER: 09315393
PATENT NUMBER:FILING DATE: 05/20/1999
ISSUE DATE:SERIAL NUMBER: 09753356
PATENT NUMBER:FILING DATE: 03/15/2001
ISSUE DATE:SERIAL NUMBER: 09753109
PATENT NUMBER:FILING DATE: 12/29/2000
ISSUE DATE:SERIAL NUMBER: 09527932
PATENT NUMBER:FILING DATE: 03/17/2000
ISSUE DATE:

10069159	1106077187	1106103157
1106137197	1106078284	1106103295
1106073603	1106074222	1106103884

011433/0420 PAGE 2

SERIAL NUMBER: 09721587
PATENT NUMBER:✓ FILING DATE: 12/21/2000 M-8531-1D
ISSUE DATE:SERIAL NUMBER: 09393899
PATENT NUMBER:✓ FILING DATE: 09/10/1999 M-8532
ISSUE DATE:SERIAL NUMBER: 09393150
PATENT NUMBER:✓ FILING DATE: 09/10/1999 ✓ M-8532-1
ISSUE DATE:SERIAL NUMBER: 09652975
PATENT NUMBER:✓ FILING DATE: 08/31/2000 M-9802
ISSUE DATE:SERIAL NUMBER: 09548128
PATENT NUMBER:✓ FILING DATE: 04/12/2000 M-8746
ISSUE DATE:SERIAL NUMBER: 09560781
PATENT NUMBER:FILING DATE: 04/28/2000 M-8778
ISSUE DATE:SERIAL NUMBER: 09457104
PATENT NUMBER:FILING DATE: 12/07/1999 M-8535
ISSUE DATE:SERIAL NUMBER: 09489084
PATENT NUMBER:FILING DATE: 01/21/2000 M-8532-1P
ISSUE DATE:SERIAL NUMBER: 09557284
PATENT NUMBER:✓ FILING DATE: 04/24/2000 M-8745
ISSUE DATE:SERIAL NUMBER: 09854333
PATENT NUMBER:FILING DATE: 05/11/2001 M-9948-1P
ISSUE DATE:SERIAL NUMBER: 09540657
PATENT NUMBER:FILING DATE: 03/31/2000 M-8535-1P
ISSUE DATE:SERIAL NUMBER: 09544370
PATENT NUMBER:FILING DATE: 04/06/2000 M-8387
ISSUE DATE:SERIAL NUMBER: 09552288
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ISSUE DATE:SERIAL NUMBER: 09539842
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ISSUE DATE:SERIAL NUMBER: 09583448
PATENT NUMBER:FILING DATE: 05/30/2000 M-8378
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PATENT NUMBER:FILING DATE: 04/03/2000 M-8379
ISSUE DATE:SERIAL NUMBER: 09583390
PATENT NUMBER:FILING DATE: 05/30/2000 M-8381
ISSUE DATE:

011433.0413 PAGE 3

SERIAL NUMBER: 09542510	PATENT NUMBER:	FILING DATE: 04/03/2000	M-8582
SERIAL NUMBER: 09563133	PATENT NUMBER:	FILING DATE: 05/30/2000	AA-8377
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SERIAL NUMBER: 09680106	PATENT NUMBER:	FILING DATE: 10/04/2000	M-8725
SERIAL NUMBER: 09679941	PATENT NUMBER:	✓ FILING DATE: 10/04/2000	m-8726
SERIAL NUMBER: 09675572	PATENT NUMBER:	FILING DATE: 09/29/2000	M-8727
SERIAL NUMBER: 09745597	PATENT NUMBER:	FILING DATE: 12/21/2000	m-8729
SERIAL NUMBER: 09815293	PATENT NUMBER:	FILING DATE: 03/21/2001	AA-8469
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SERIAL NUMBER: 09764026	PATENT NUMBER:	FILING DATE: 01/16/2001	M-8535-2P
SERIAL NUMBER: 09746265	PATENT NUMBER:	FILING DATE: 12/21/2000	
SERIAL NUMBER: 09730647	PATENT NUMBER:	✓ FILING DATE: 12/05/2000	M-8746-1P
SERIAL NUMBER: 09666616	PATENT NUMBER:	FILING DATE: 09/20/2000	M-4804
SERIAL NUMBER: 09900722	PATENT NUMBER:	FILING DATE: 07/06/2001	M-12139
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SERIAL NUMBER: 09764042	PATENT NUMBER:	FILING DATE: 0970271986	AA-8603
SERIAL NUMBER: 09802708	PATENT NUMBER:	FILING DATE: 01/16/2001	M-9448
		✓ FILING DATE: 03/08/2001	M-8726-1P
		ISSUE DATE:	
		011655 0728	

12493/0423 PAGE 4

SERIAL NUMBER: 09940023 •
PATENT NUMBER:

SERIAL NUMBER: 09846042 •
PATENT NUMBER:

SERIAL NUMBER: 09920004 •
PATENT NUMBER:

SERIAL NUMBER: 09872060 •
PATENT NUMBER:

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SERIAL NUMBER: 09940026 •
PATENT NUMBER:

SERIAL NUMBER: 09939896 •
PATENT NUMBER:

SERIAL NUMBER: 09939960 •
PATENT NUMBER:

FILING DATE: 08/27/2001 M-9743
ISSUE DATE:

FILING DATE: 05/01/2001 M-4848
ISSUE DATE:

FILING DATE: 07/31/2001 M-11533
ISSUE DATE:

FILING DATE: 06/01/2001 M-11585
ISSUE DATE:

FILING DATE: 08/27/2001 M-12038
ISSUE DATE:

FILING DATE: 08/27/2001 M-12039
ISSUE DATE:

FILING DATE: 08/27/2001 M-12040
ISSUE DATE:

FILING DATE: 08/27/2001 M-12041
ISSUE DATE:

FILING DATE: 08/27/2001 M-12042
ISSUE DATE:

FILING DATE: 08/27/2001 M-12043
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

3034426583

T-825 P.02

F-873

ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55th Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest in technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and.

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith, upon Assignee's request, take any and all steps to

03-20-03 01:14pm From-HUTCHINSON BLACK and COOK, LLC

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T-826 P.03 F-873

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may accrue or have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology, including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

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T-826 P.04/27 F-873

TECHNOLOGY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TECHNOLOGY.

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHEREVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

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AUG. 25. 2003 2:53PM

MACPHERSON KWOK CHEN

NO. 275 P. 21/23

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

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T-826 P.05/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003

Marla Johnson
Signature of Assignor

Marla Johnson, Senior Vice President
Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

AUG. 25. 2003 2:53PM

MACPHERSON KWOK CHEN

NO. 275 P. 22/23

03-28-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.06/27 F-879

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003


Signature of Assignor

CARL F. SWANSON, V.P.
Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

AUG. 25. 2003 2:53PM

MACPHERSON KWOK CHEN

NO. 275 P. 23/23

03-20-03 81:16pm From HUTCHINSON BLACK and COOK, LLC

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T-826 P.07/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: 3-5-03

Signature of Assignor


John T. Greek MANAGER
Printed Name and Title